

513-024

#2

(NO PUBLIC EASEMENT)

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Sidney Mallard ("Owner"), whose address is 1315 Mountain Rd NW 87104 and whose telephone number is (505) 206-7939 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. **Recital.** Owner is the current owner of certain real property described as: Being There Duplex
1315 Mountain Rd NW
Albuquerque, NM 87104
in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information). Lot 17-A Balling Addition No. 1 filed 8/24/2016 in Book 2016C Pg 101.

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. **Description and Construction of Drainage Facilities.** Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. J-13/D210
Private stormwater detention/retention ponds

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. **Maintenance of Drainage Facility.** The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.

4. **City's Right of Entry.** The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. **Demand for Construction or Repair.** The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. **Failure to Perform by Owner and Emergency Work by City.** If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency

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EASE R \$25.00 Linda Stover, Bernalillo County



condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

Sidney Mallard
1315 Mountain Rd NW
Albuquerque NM 87104

Notice may be given to the Owner either in person or by mailing the Notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section

9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

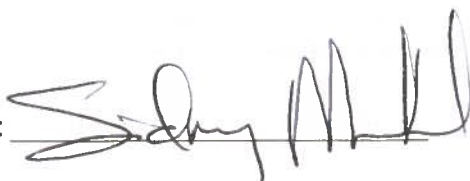
15. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

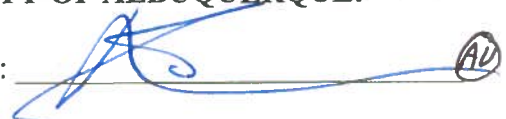
OWNER:

By [signature]:



CITY OF ALBUQUERQUE:

By:

 (AV)

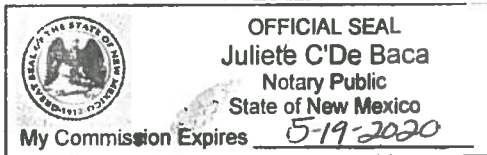
Name [print]: Sidney Mallard
Title: Owner
Dated: 5/17/19

Shahab Biazar, P.E., City engineer
Dated: 6-12-19

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 17 day of May,
2019, by Sidney Mallard (name of person signing),
Owner (title of person signing) of
Sidney Mallard (Owner).



Juliette C'De Baca
Notary Public
My Commission Expires: 5-19-2020

CITY'S ACKNOWLEDGMENT

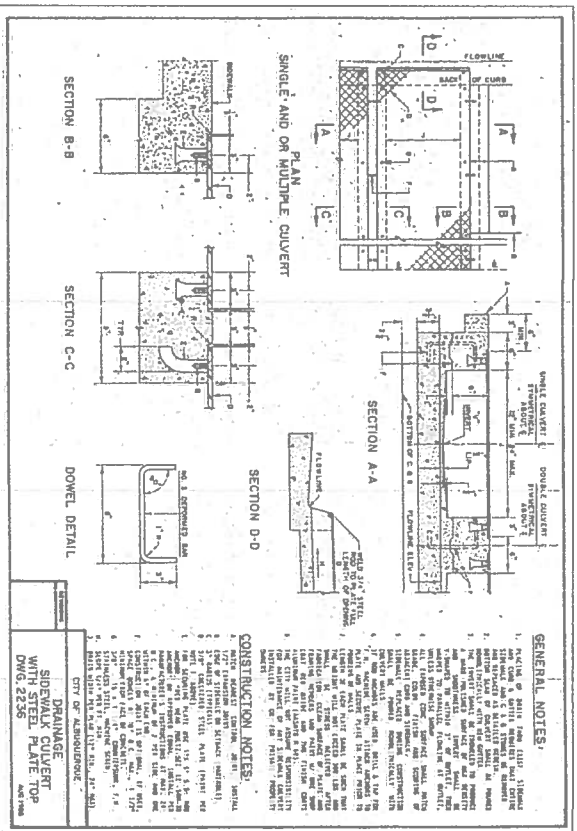
STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 12th day of
June 2019, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.



Rachael Miranda
Notary Public
My Commission Expires: 10/16/2021

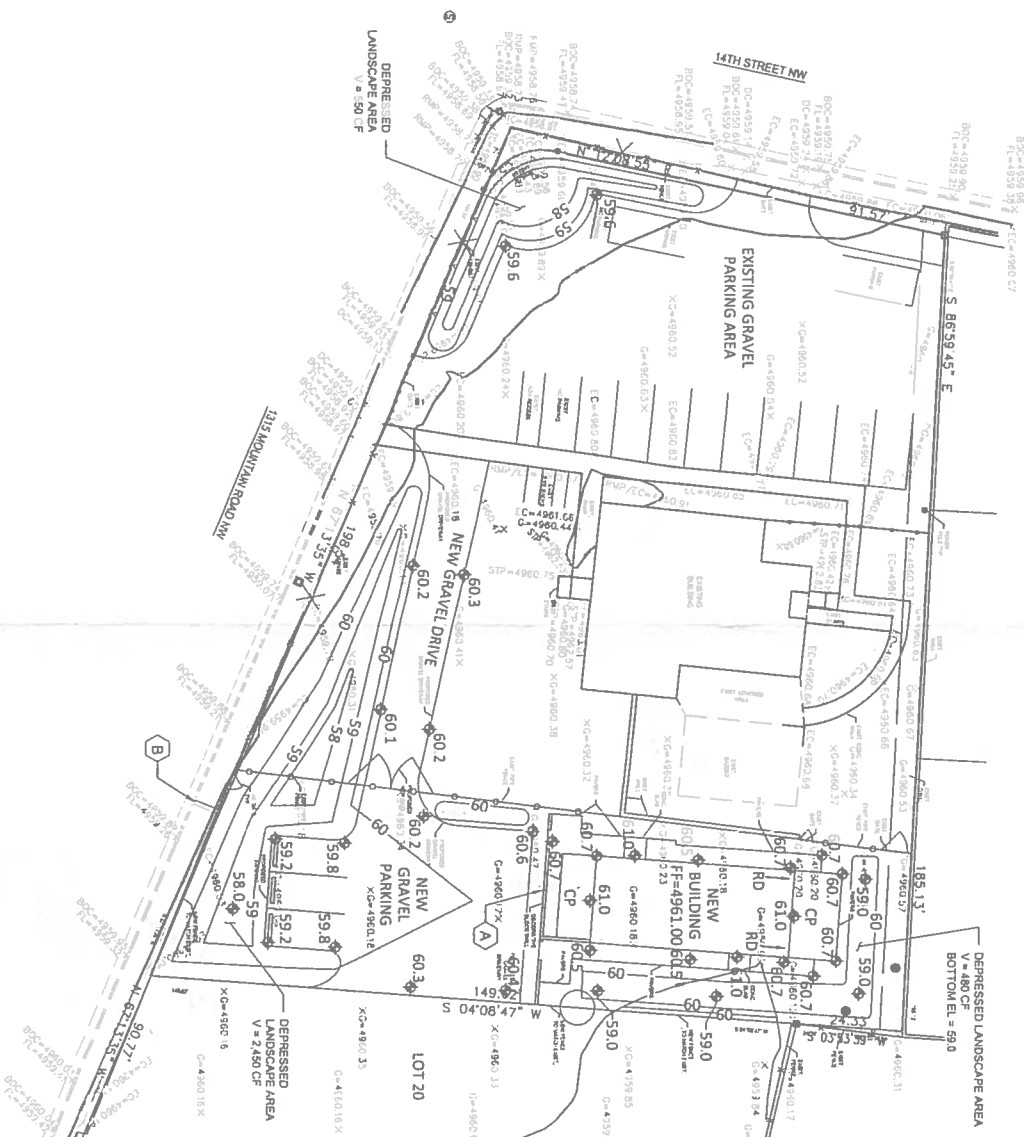
(EXHIBIT A ATTACHED)



Private Drainage Facilities within City Right-of-Way

Notice to Contractor
(Special Order 19 ~ "SO-19")

1. An excavation permit will be required before beginning any work within City Right-Of-Way;
2. All work on this project shall be performed in accordance with applicable federal, state and local laws, rules and regulations concerning construction safety and health.
3. Two working days prior to any excavation, the contractor must contact New Mexico One Call, dial "811" or (505) 260-1990 for the location of existing utilities.
4. Prior to construction, the contractor shall excavate and verify the locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
5. Backfill connection shall be according to traffic/street use.
6. Maintenance of the facility shall be the responsibility of the owner of the property being served.
7. Work on aerial street shall be performed on a 24-hour basis.
8. Contractor must contact Henry Blair at 203-7358 and Construction Coordination at 924-3416 to schedule an inspection.

STREET MAINTENANCE INSPECTOR
APPROVAL_____

GRADING & DRAINAGE PLAN



EXHIBIT 'A'



VICINITY MAP

LEGEND

- | | | | | |
|-----------------------|-------------|--|--------------------|------------------|
| EXISTING CONSTRUCTION | NEW CONTOUR | EXISTING BUILDING FINISH FLOOR ELEVATION | NEW SPOT ELEVATION | NEW CONSTRUCTION |
| FF=4961.00 | ± 65.5 | | | |

KEYED NOTES

- INSTALL 4" x 4" OPENINGS AT GRADE ON 6' CENTERS IN NEW WALL TO ALLOW FOR PATIO DRAINAGE.
- INSTALL NEW 12" WIDE SIDEWALK CULVERT PER CITY DTD DWG NO. 2236.

DRAINAGE ANALYSIS

ADDRESS: 1315 Mountain Road NW, Albuquerque, NM

LEGAL DESCRIPTION: LOT 17-4, BALLING ADDITION NO.1

SITE AREA: 41,396 SF (0.95 acre)

BENCHMARK: City of Albuquerque Station '5-J12-A' being a brass cap with
ELEV= 4960.499 (NAVD 1988)

SURVEYOR: Harris Surveying Inc. dated September, 2018

PRECIPITATION ZONE: 2

FLOOD HAZARD: From FEMA Map 35001C031H (8/16/12), this site is identified as being within Zone 'X' which is determined to be outside the 0.2% annual chance floodplain.

OFFSITE FLOW: There is no offsite flow that enters this site

EXISTING CONDITIONS: The site is an existing commercial building with gravel parking areas and xeric landscaping. The site is fairly flat but slopes down to the southwest corner with no discharge to Mountain Road or 14th Street.

PROPOSED IMPROVEMENTS: The proposed 900 SF duplex to the east side of the existing building will be a free-standing structure with the gravel access and parking as shown on the east side of the lot. The east and west rooflines will be guttered with downspouts at the north end of the building.

DRAINAGE APPROACH: The site drainage pattern will follow historic conditions with the incorporation of onsite retention ponds for the first flush volume.

Existing land treatment: 15% B, 78% C and 7% D Precipitation Zone: 2
 $Q = [(.15)(2.28) + (.78)(3.14) + (.07)(4.70)](0.95) = 3.0 \text{ CFS}$

Proposed land treatment: 15% B, 73% C and 12% D
 $Q = [(0.15 \times 2.28) + (0.73 \times 3.14) + (0.12 \times 4.70)](0.95) = 3.0 \text{ CFS}$

$$100\text{-YR } 10\text{-DAY } V = (6,209)(0.065) + (30,219)(.0942) + (4,968)(.1767) + (4,968)(0.1333) = 4,790 \text{ CF}$$

The proposed below grade retention storage area will provide $V = 2,450 + 550 + 480 = 3,480$ CF. Additional onsite storage is provided by the existing and proposed gravel parking areas: $V = 14,900 \times 0.33 \times 0.3 = 1,490$ CF. Total $V = 3,480 + 1,490 = 4,970$ CF (4,970 > 4,750 OK)

TOTAL SHEETS:

1. THIS SET OF DRAWINGS EXISTS AS A WHOLE. IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR INVOLVED IN THE PROJECT TO REVIEW THESE DRAWINGS AS SUCH. EACH SHEET MAY CONTAIN WORK PERTINENT TO THEIR RESPECTIVE DISCIPLINES.
2. DUE TO POTENTIAL INCONSISTENCIES DURING PLAN REPRODUCTION, SCALING THE DRAWING TO VERIFY OR OBTAIN DIMENSIONS IS NOT RECOMMENDED.

PROJECT ADDRESS:
1315 MOUNTAIN ROAD NW
ALBUQUERQUE, NM 87104

CLIENT'S NAME: ARQUITECTURA GUILLERMO LLC

GRADING & DRAINAGE PLAN

PROJECT NAME:
MOUNTAIN ROAD

19-019
PROJECT MONITORING
FINAL

15K

SMM / SMM

03.15.19

AS NOTED
FEET

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10

• 1014 SHEETS